

# DEPARTMENT OF THE ARMY US ARMY INSTALLATION MANAGEMENT COMMAND HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT HOOD FORT HOOD, TEXAS 76544-5002

# GARRISON POLICY RMO - 01

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IMHD-RMM

## MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Fort Hood Installation Agreement Policy

#### 1. REFERENCES:

- a. Army Regulation 5-9, Installation Agreements, dated 17 Apr 18.
- b. DOD Instruction 4000.19, Interservice and Intragovernmental Support, dated 25 Apr 13.
  - c. Army Regulation 420-1, Army Facilities Management, dated RAR 24 Aug 12.
- 2. PURPOSE: This policy provides a consistent process for United States Army Garrison (USAG) Fort Hood to follow when negotiating Interagency Agreement (IAA) with customers utilizing Baseline Level Support services.
- 3. APPLICABILITY: This policy applies to all USAG Fort Hood agencies, Directorates, personnel and customers.

#### 4. DEFINITIONS:

- a. Tenant. The tenant is defined as a Department of Defense (DoD) or non-DoD organization that occupies Real Property on Fort Hood and receives requested support services from USAG Fort Hood.
- b. Installation Agreement. A reimbursable or non-reimbursable IAA or Intergovernmental Support Agreement (IGSA) pertaining to Army installation-related support and services.
- c. Base Level Support services. The resources programmed and budgeted in Sub Activity Group (SAG) 131 for operating and maintaining Army installations (major, minor, stations, others). Base operations are those common-service support functions, regardless of the appropriation or fund account from which they are financed. Baseline Level Support services are provided on a reimbursable or non-reimbursable basis. Requested support may be provided to receivers only when the supplier determines that it has the capability or if funding is available to provide the support without interfering

with its assigned missions. General information on services is described in the Fort Hood List of Services and the Fort Common Level of Services (CLS) catalog.

### 5. POLICY.

- a. All IAAs, Memorandum of Agreements (MOA) and Memorandum of Understanding (MOU) will be coordinated with the Support Agreements Branch and must be approved and signed by the Garrison Commander (GC). Approval authority for installation level or subordinate unit level IAs resides at commander level at a rank no lower than colonel or GS-15 in the chain of command, or above, as this is the level where the majority of IAs are developed and executed. Recurring support that requires reimbursement will be documented on FS Form 7600A and initiated by the Support Agreements Branch. Recurring Baseline Level Support that does not require reimbursement may be documented with an MOA or MOU.
- b. Customers have 30 working days to sign and submit the IAA to the Installation Agreement Manager (IAM). Non General Fund Enterprise Business System (GFEBS) customer will submit the Military Interdepartmental Purchase Request (MIPR) or a Work Breakdown Structure (WBS) to the Resource Management Office (RMO) POC listed on the FS Form 7600A quarterly, in advance of the service provided, but not later than the 5th workday of the first month in the quarter. Services will be terminated if reimbursement is not received within this required timeline.
- c. Army Tenants will reimburse for services until funds are transferred and budgeted through the Program Objective Memorandum (POM) process which takes 24 months. Army tenants primarily funded with other than Operations & Maintenance, Army (OMA) must enter into an Installation Agreement with USAG Fort Hood and provide reimbursement for services. Army tenants with an AR 5-10 Stationing, orders or Department of Defense (DOD) approved MOA will receive Baseline Level Support on a non-reimbursable basis. Army tenants will reimburse for above baseline level support.
- d. Non-Army IAA with other DOD and Federal. Non-Army customers who require recurring reimbursable support must enter into an IAA and will reimburse in accordance with (IAW) DODI 4000.19 and AR 5-9 for those services.
- e. Contractor requirements. The federal entity is required to contact Plan, Analysis and Integration (PAI) located in Bldg. 1001 and request a Contractor Population Input form. Contractors may call Mr. Anthony Tavernier at (254) 286-6397 or Email: anthony.p.tavernier2.civ@mail.mil to obtain and submit the Contractor Population Input form. This is the initial step to get an agreement established. Agreements are not written with contractors, but instead are written between USAG Fort Hood and the federal entity that requires the performance of a contractor. Contractors may not function as IAMs but may assist an IAM with most administrative tasks related to the preparation and tracking of IAs.

- f. Program Executive Offices (PEOs), Program Management Offices (PMOs) and Program Managers (PM) requirements. Contractor space, Sustainment, Restoration and Modernization (SRM) and Base Operations (BASEOPS) services for PEOs, PMOs and PMs are in direct support of mission unique requirements and are not included in Fort Hood's Baseline Level Support. The PEO/PMO/PMs requiring a contractor at Fort Hood is responsible for funding the requirement. PEO/PMO/PM will fund BASEOPS provided by USAG Fort Hood.
- g. Defense Working Capital Fund (DWCF) / Army Working Capital Fund (AWCF) Tenants. DWCF/AWCF are excluded from the baseline installation service requirements determined by the POM. When a DWCF/AWCF tenant requires support from a USAG Fort Hood and the requested support measurably increases the USAG Fort Hood's cost of providing the support, the DWCF/AWCF tenant is responsible for reimbursement of actual cost attributed to the activity. DWCF/AWCF must fund the sustainment of facilities, as-well-as any restoration or modernization (R&M) projects required for facilities that are exclusively occupied by DWCF tenants. DWCF/AWCF tenants will have separate IAAs but may have one billing official.
- h. All Directorates maintain the right to refuse or withhold services from customers who fail to reimburse for services or who do not have an approved and signed support agreement. Exceptions may be initiated and submitted to the Deputy Garrison Commander for consideration.

## 6. PROCEDURES:

- a. An Installation Agreement's process begins when the customer request services from the IAM or DPW. The IAM forwards the customer's request to DPTMS, PAI for validation and documentation to the ASIP. All DOD or non-DOD organizations must have a valid requirement (AR 5-10, concept plan, orders or manning document) to occupy space.
- b. Functional Area Agreement Coordinator (FAAC) will submit updated cost rates for reimbursable services to the IAM at the beginning of the fiscal year. The Funding Cost Estimate (FCE) will be updated annually based on the FAAC cost rate and the Program Budget Guidance (PBG).
  - c. Interagency Agreement Review.
- (1) The IAM will review all reimbursable IAAs annually on or around the anniversary date. The IAA will be reviewed in it's entirety every three years. The review will consist of but, not limited to cost estimates, point of contact, population, and facilities. Coordination with the receiving Budget Analyst quarterly reviews will be completed to ensure the reimbursements were collected against the cost estimate annotating on the FCE. Minor changes can be dated and initialed in pen and ink by the IAM.

- (2) Increases to IAAs or contracts greater than 10 personnel or any increases to facilities will be requested through DPTMS and the DPW Real Property Branch. PAI ASIP Coordinator will document the change in the ASIP. Request for increases to service support will be submitted to the IAM and coordinated with the supporting Directorate. The support agreement will be updated to reflect the changes and the customer will be provided a newly signed Interagency Agreement.
- (3) The FAAC will coordinate all agreements within their assigned directorate. Coordination will include, but is not limited to verifying facility numbers and square footage, if services requested can be supported and cost estimates are accurate.
- (4) The Garrison Commander (GC) maintains the right to renegotiate or revise IAAs at any time, given changes in conditions or increase/decrease in cost of services that would substantially alter the agreement. IAA will be updated and signed to reflect the changing conditions or costs when they are substantial to the agreement.
- d. Interagency Agreement Termination. A party to an Interagency Agreement that involves reimbursement may unilaterally terminate that agreement prior to the expiration date only with sufficient advance notification, a minimum of 180 days, to permit appropriate resource adjustments to be made during the budget formulation process. If a support agreement that involves reimbursement or resources must be significantly modified or unilaterally terminated with less than 180 days' notice to the other party or parties to the agreement, the party requiring the modification or termination may be billed by the supplier for reimbursement of unavoidable termination expenses incurred up to 180 days following the written notification. Interagency Agreements that do not involve reimbursement may be terminated prior to the expiration date.
- 7. PROPONENT: The proponent for this policy is the Agreements Branch, Resource Management Office, 254-553-0008.
- 8. EXPIRATION: This policy supersedes previous policies issued and will remain in effect until superseded or rescinded.

JASON A. WESBROCK

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DISTRIBUTION:

IAW FH Form 1853: A